

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA**

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
PRUCO SECURITIES, LLC, and
PRUDENTIAL INSURANCE
AGENCY, LLC,

Case No. 5:10-cv-4072

Plaintiffs,

v.

DOUGLAS E. INLAY,

Defendant.

STIPULATED PERMANENT INJUNCTION

The Court, noting the agreement below of plaintiffs The Prudential Insurance Company of America, Pruco Securities, LLC and Prudential Insurance Agency, LLC (collectively, "Prudential") and defendant Douglas E. Inlay ("Inlay"), enters the following permanent injunction (referred to herein as the "Order"), to remain in force as set forth below:

It is **ORDERED, ADJUDGED and DECREED** that:

1. Defendant Inlay, and all those acting in concert with him, is hereby enjoined and restrained, directly or indirectly, from the date of this Order through and including July 1, 2012, from:

a. soliciting or attempting to solicit any business (with respect to any product or service of the type issued, distributed or marketed by Prudential) from any client whom Inlay served or whose name became known to him during the course of his association with Prudential, or causing, assisting or inducing any such client to discontinue, terminate or withdraw values from any policy, annuity, contract, service, or product of any

kind of Prudential and/or any affiliate of Prudential, or any policy, annuity, contract, service or product distributed, marketed or sold by Prudential, any affiliate of Prudential, or Inlay while he was a Prudential agent, or to purchase any policy, annuity, contract, service or product that competes, directly or indirectly, with those sold or serviced by Prudential and/or any affiliate of Prudential; and

2. Inlay, and all those acting in concert with him, is permanently enjoined and restrained, directly or indirectly, from:

a. using, disclosing or transmitting for any purpose any confidential or proprietary information belonging to Prudential and/or any affiliate of Prudential, or which Prudential and/or any affiliate of Prudential is obligated to protect, including but not limited to the names, addresses, and telephone numbers of customers and their financial information; and

b. destroying any of the records or client information of Prudential and/or any affiliate of Prudential, or which Prudential and/or any affiliate of Prudential is obligated to protect.


3. Inlay, and all those acting in concert with him, including but not limited to his employees, representatives and agents, is ordered to return to Prudential any and all original Prudential records and software, copies or other reproductions thereof, and any other documents containing information derived from those records, in whatever form, including electronic or computerized versions to Prudential's counsel's, Daniel Shuck, Esq., office located at US Bank Building, 501 Pierce St., Suite 205, Sioux City, Iowa 51101, by August 18, 2010. In addition, Inlay must sign and return to Prudential's counsel the Affidavit provided by Prudential regarding its records by August 18, 2010.

4. The Court shall retain jurisdiction to enforce the terms of this Order.

5. The Parties waive the necessity of any further bond and the bond posted by Prudential pursuant to the Court's July 28, 2010 order shall be released.


This Order is issued this 17th day of August, 2010.

IT IS SO ORDERED


HON. MARK W. BENNETT
U.S. DISTRICT COURT JUDGE
NORTHERN DISTRICT OF IOWA

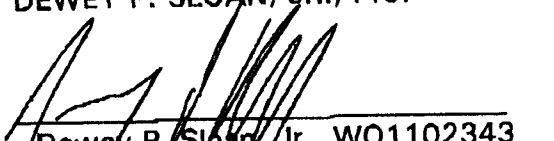
Agreed to by:

SHUCK LAW FIRM


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